

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CODY CHRISTOPHERSON,

Plaintiff,

– v. –

PLATINUM PARTNERS VALUE
ARBITRAGE FUND L.P. and PLATINUM-
MONTAUR LIFE SCIENCES, LLC,

Defendants,

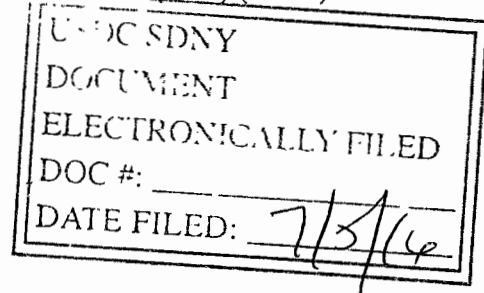
– and –

NAVIDEA BIOPHARMACEUTICALS,
INC. (f/k/a Neoprobe Corporation),

Nominal Defendant.

ECF CASE

No. 15-cv-6372 (PAE) (GWG)



STIPULATION OF DISMISSAL WITH PREJUDICE

WHEREAS, Plaintiff Cody Christopherson, a shareholder of nominal defendant Navidea Biopharmaceuticals, Inc. (“Navidea”), brought this action (the “Action”) pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended (the “Act”), to recover “short-swing” profits alleged to have been realized by Defendants Platinum Partners Value Arbitrage Fund L.P. and Platinum-Montaur Life Sciences, LLC (collectively, “Platinum” or the “Platinum Defendants”) in connection with its purchases and sales of Navidea securities;

WHEREAS the parties to the Action have entered into that certain Settlement Agreement dated as of June 16, 2016 (the “Settlement Agreement”);

WHEREAS the Settlement Agreement provides that each of the following is a material condition precedent to the obligations of the parties thereto: (i) the filing of a Stipulation of Dismissal with Prejudice to be so ordered by the Court pursuant to Federal Rule of Civil Procedure 41(a)(2) and (ii) the Court’s written order approving the Settlement Agreement on the

terms set forth therein;

WHEREAS the parties to the Action wish to stipulate to the dismissal of the Action with prejudice pursuant to the terms of the Settlement Agreement and have submitted this stipulation of dismissal with prejudice to the Court; and

WHEREAS the parties have provided the Court with all necessary information for the purpose of approving the settlement pursuant to the terms contained in the Settlement Agreement.

NOW, THEREFORE, Navidea, Christopherson and all owners of any Navidea security (as defined in Section 3(a)(10) of the Act) either individually, directly, derivatively, representatively or in any other capacity, are permanently barred and enjoined from instituting this or any other action, in this or any other court or tribunal or this or any other jurisdiction, and from asserting any and all claims, rights, causes of action, suits, matters, demands, transactions, and issues, known or unknown, arising out of or relating to the claims, arguments, and allegations contained in the Amended Complaint in this Litigation or that could have been asserted in this Litigation by the Stockholder against each, any or all of the Platinum Defendants or any of their affiliates, whether individually, directly, representatively, derivatively or in any other capacity, from the beginning of time up through the Settlement Date, and the Action is hereby DISMISSED WITH PREJUDICE effective immediately.

IN WITNESS WHEREOF, each person hereunder has set his hand as of the dates listed below.

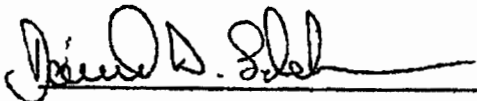
Dated: June 17, 2016
New York, New York



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SO ORDERED:



The Honorable Gabriel W. Gorenstein
United States Magistrate Judge

DATED: July 1, 2016